CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE

712-10738

Vending Machine Services

CITY OF FORT LAUDERDALE

Richard Ewell

954-828-5138

Bid 712-10738
Vending Machine Services

Bid Number	**712-10738**
Bid Title	**Vending Machine Services**
Bid Start Date	**Mar 22, 2011 1:53:19 PM EDT**
Bid End Date	**Apr 12, 2011 2:00:00 PM EDT**
Question & Answer End Date	**Apr 4, 2011 5:00:00 PM EDT**
Bid Contact	**Richard Ewell** **Purchasing**
Contract Duration	**2 years**
Contract Renewal	**2 annual renewals**
Prices Good for	**90 days**
Bid Comments	**The City of Fort Lauderdale, Florida is seeking bids from qualified bidders to provide vending machine services for the City's Business Enterprises Department, in accordance with the terms, conditions, and specifications contained in this Invitation For Bid.** **For a copy of the bid, go to www.bidsync.com.** **Added on Apr 5, 2011:** **End date extended to April 12.**

Changes made on Apr 5, 2011 2:10:12 PM EDT

Previous End Date	**Apr 6, 2011 2:00:00 PM EDT**	New End Date	**Apr 12, 2011 2:00:00 PM EDT**

Item Response Form

Item	**712-10738-1-01 - Total Estimated Annual Revenue**
Quantity	**1 each**
Unit Price	
Delivery Location	**City of Fort Lauderdale** No Location Specified **Qty** 1

Description
Enter the total estimated revenue from Part III - Pricing Page.

ITB #712-10738
TITLE: Vending Machine Services

PART I - INFORMATION SPECIAL CONDITIONS

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide vending machine services for the City's Business Enterprises Department, in accordance with the terms, conditions, and specifications contained in this Invitation For Bid (ITB).

02. INFORMATION OR CLARIFICATION

For information concerning technical specifications please utilize the question/answer feature provided by BidSync at www.bidsync.com . Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site). Bidders please note: No part of your bid can be submitted via FAX or email. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Department, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

04. SITE VISIT

It shall be the full responsibility of the proposer to visit the sites and to review the conditions of the various proposed vending facilities prior to submission of a proposal. No variation in price or conditions shall be permitted based on a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized him/herself with the nature and extent of the services requested, as well as the equipment, materials and labor required. To make arrangements for site inspections, please contact Administrative Assistant I, Donna Perez, Central Services, (954) 828-5133 or Dperez@fortlauderdale.gov.

05. ELIGIBILITY

To be eligible to respond to this ITB, the proposing firm must demonstrate that they, or the

principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this ITB.

MINIMUM QUALIFICATIONS: Unless otherwise noted, minimum requirements must be met at the time of bid due date.

06. PRICING/DELIVERY

All pricing MUST include delivery and be quoted F.O.B. Destination.

07. BID DOCUMENTS

The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. AWARD

The City reserves the right to award to that bidder who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid proposal. The contract will be awarded to the bidder whose pricing structure and concession fee returns the highest revenue to the City, while meeting or exceeding the specifications contained herein. The City reserves the right to compare specific items, at its discretion, to determine the awarded bidder and the quality of the items being offered.

09. GENERAL CONDITIONS

General Conditions Form G-107 Rev. 11/10 (GC) are included and made a part of this ITB.

10. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

11. CONTRACTORS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

12. RULES AND SUBMITTALS OF BIDS

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

13. APPROVED EQUAL OR ALTERNATIVE PRODUCT PROPOSALS

The Technical Specifications contained in this solicitation are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

The Contractor must state clearly in their bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information in their proposal to enable the City to ensure that the Contractor meets the required criteria. If adequate information is not submitted with the bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Contractor which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

14. CONTRACT PERIOD

The initial contract term shall commence upon final execution of the contract by the City and shall expire two years from that date or the day after the current contract expires, whichever is later. The City reserves the right to extend the contract for two additional one year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

15. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

16. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

17. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor
Coordinate and approve all work under the contract.
Resolve any disputes.
Assure consistency and quality of Contractor's performance.
Schedule and conduct Contractor performance evaluations and document findings.
Review and approve for payment all invoices for work performed or items delivered.

18. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of the contract extension.

19. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Invitation For Bid, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

20. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

21. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance

company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - $500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability
e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits:	Bodily injury	$250,000 each person
		$500,000 each occurrence
	Property damage	$100,000 each occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Department
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

22. SUB-CONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.
Contractor shall ensure that all Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

23. INSURANCE – SUB-CONTRACTORS

Contractor shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the contractor.

24. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force

Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

25. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests they have not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

26. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

27. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

28. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf .

29. BID TABULATIONS/INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm . Tabulations of receipt of those parties responding to a formal solicitation may be found at: http://www.fortlauderdale.gov/purchasing/bidresults.htm , or any interested party may call the Procurement Services Department at 954-828-5933.

30. RELEASE OF LIABILITY

The Contractor shall release and discharge the City of Fort Lauderdale from any and all liability for loss of merchandise, goods, equipment or other property of the Contractor or his agents if lost, damaged, or destroyed by fire, theft, rain, water, storm, riot, civil disobedience, vandalism, or any other cause(s).

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. GENERAL INFORMATION/INTENT

The City is seeking a Contractor to provide, install, maintain and service a vending concession operation for the convenience of City employees and the general public. Concession locations are listed below.

The City reserves the right to request changes in products offered. The Contractor shall endeavor to accommodate the City's requests or provide justification for rejection. All product change requests will be subject to prior agreement and approval by the City.

The Contractor may request changes in vending equipment or products if sales do not warrant continuation. Such requests should be submitted in writing to the City for review and consideration. If the request is approved, a mutual date will be agreed for the change to take effect.

The Contractor shall submit as a part of it's bid, the quantity and variety of machines proposed, as well as a complete listing (manufacturer, name of product, weight and sale price) of proposed products. **Only nationally recognized, premium brands will be accepted** (Hershey Food, Kraft, Nabisco, M&M Mars, Nestle, Tootsie Roll Industries, WM. Wrigley, Austin Quality Foods, Biscoamerica,Conagra, Famous Amos, Keebler, Frito-Lay, General Mills, Kellogg, Lance, Mr. Nature, Pepperidge Farms, Procter & Gamble, Sara Lee, Stauffer Biscuit, Wise Foods, Pepsi Cola, Coca Cola, Otis Spunkmeyer, Schwan's Food Service, Stefanos Foods, Campbell Soup, Dr Pepper/Cadbury Cans Corp, Florida's Natural Growers, Gatorade, Great Springs Water, Tropicana Products, Slim-Fast Foods, VeryFine Products, Welch Foods, Yoo-Hoo of Florida, Frito-Lay, Mr. Nature, Snyder's of Hanover, Michelina's, Marketfare, Pierre Foods or equal).

02. EQUIPMENT REQUIREMENTS

It will be the responsibility of the Contractor to make the necessary site visits to determine available space for installation, available utility connections and proposed arrangement, capacity, variety and product mix of vending machines. The successful Contractor shall provide new or like new, nationally recognized name brand equipment such as Dixie/Narco, Crane, National, Rowe, AP Products or a City-approved equal. Contractor should include as part of his proposal the quantity and variety of machines proposed, as well as a listing of proposed products, including brand names of foods and beverages. Equipment that is not located in an air-conditioned environment must be refrigerated so items such as chocolate will not melt. **Only nationally recognized premium brands should be proposed. Technical data, including pictures, should be included with the response.**

03. DELIVERY AND INSTALLATION

Equipment shall be delivered, installed and operational at all awarded locations within a period of thirty (30) calendar days after notification of award. Equipment shall be installed so as to present an attractive, flush-front, matched and uniform configuration. Equipment shall be secured to provide for safe, secure operation and to prevent tipping or shifting. All delivery and installation costs shall be the responsibility of the Contractor.

04. MAINTENANCE, REPAIRS AND SCHEDULING

The City shall expect prompt service from the Contractor in response to equipment that is not operational, vending problems related to lost monies, equipment failure or product complaints. Service calls shall be responded to within twenty-four (24) hours from City notification to Contractor. If equipment repairs cannot be made on site, and downtime is determined by the City to be excessive, the Contractor may be requested to replace the equipment with a loaner unit until such time as repairs can be completed or the Contractor provides a permanent replacement.

Lost, stolen or damaged equipment shall be replaced or repaired (as applicable) at no cost to the City.

The Contractor agrees to provide and maintain an adequate supply of merchandise for dispensing in the equipment provided. The Contractor shall be responsible to provide an adequate routing schedule to insure that merchandise is continuously available and equipment is properly functioning. Routing schedule should be on a regular scheduled basis set up by the Contractor and the City. Notification should be given to the City if the set up schedule is going to change.

05. RECORDS

The Contractor must maintain, during the course of this contract, all books of account, reports and records used in this type of operation in accordance with generally accepted accounting practices and standards. The form of all the records and reports will be subject to the approval of the auditors of the City. The City reserves the right for its internal auditor or appropriate representative to review ONLY those records pertaining to any contract award as a result of these documents and determine if the terms, conditions and specifications of the contract are being followed and if prices charged comply with the contract. See Section 5.12, General Conditions.

06. MONTHLY PAYMENTS

Upon award of contract, the successful Contractor shall be notified as to the procedure for payment of monthly concession fees by check. The City shall designate a contract administrator and the Contractor shall be responsible for forwarding the checks and statements to him/her.

The Contractor will also provide the contract administrator with a monthly statement for all machines detailing the following information:

A. Machine number and description (soda, snack, etc.)
B. Machine location
C. Starting and ending machine counter numbers
D. Total units sold monthly
E. Gross sales

F. Applicable Sales Taxes
G. Amount due to the City

This report shall include all test vends, starting and ending machine counter numbers, applicable sales taxes and reflect the total net sales on which the concession fee shall be based. Losses of cash as a result of vandalism, etc., shall not be deducted from commissions to be paid to the City.

The Contractor shall also provide to the City, at the termination of the contract period, a full and complete sales report. This report shall state by commodity and location, the complete number of units sold, gross profits and funds paid to the City.

07. DEFAULT IN PAYMENT

The monthly report of gross receipts and the monthly payments due the City must be submitted no later than twenty-five (25) calendar days after the last day of preceding month. In the event the Contractor fails to pay the monthly fee by the stated date, there shall be an additional charge of $50.00 payable to the City for such late payment. If the payment and any accumulated late fees are not received within thirty (30) days after the due date, the City may take the necessary steps to terminate the contract.

08. TAXES/LICENSES

Retail taxes and rental taxes and licensing are the responsibility of the Contractor and shall be handled in accordance with Florida State Statutes. The successful contractor shall be responsible for and, at its own expense, in obtaining all necessary permits, pay all licenses, fees and taxes, required to comply with all local laws and ordinances; county, state and federal laws, rules and regulations which are applicable to the business to be carried on under this contract.

09. REFUNDS

The Contractor shall provide the City with a refund “fund” to allow the immediate reimbursement to vending customers for lost moneys related to equipment malfunction or product complaint. This refund “fund” shall be on request and a dated, signed receipt provided by City contract administrator. The final procedure for such shall be subject to agreement and approval by the City.

10. VENDING SERVICES AND MACHINES

A. Cold Sodas – brands shall include a variety of Coca-Cola and/or Pepsi products, regular and diet, as well as caffeine free. Contractor should also include nationally recognized brands of iced teas, regular and caffeine free. A minimum of eight selections is desired. All drinks must be provided and dispensed in 12-ounce, recyclable aluminum cans and 20-ounce plastic bottles.

B. Juices/Water/Sports Drinks – Products shall be nationally recognized brands and include a variety of 100% pure juices and less expensive juice blend beverages. Contractor shall include a list and number of proposed juice products. Gatorade, water and/or similar sports beverage products may be offered. A minimum of eight selections is desired. All drinks must be provided and dispensed in 12-16 ounce recyclable aluminum cans, provided with "litter-free" pop-tops, or 20-ounce plastic bottles.

C. Hot Coffee/Chocolate/Tea – The Contractor shall specify what products, brands and variety of beverages offered. Coffee and tea products where applicable, shall include both regular and caffeine free varieties. Additionally, they may include international coffee selections such as expresso and/or cappuccino. Contractor should include details regarding brew method, if applicable, or instant product.

It is preferred that the water used in this equipment be filtered. Contractor should provide details on proposed equipment that specifically addresses whether the equipment to be furnished has self-contained water filtering mechanism, alternative in-line filter system or no filter system. If equipment has self-contained filter or Contractor provides alternate in-line filter system, maintenance and changing of the filter systems shall be the responsibility of the Contractor.

D. Snacks – This equipment should provide a large variety of pre-packed products. They should be only nationally recognized brands and include a variety of chewing gums, candies, rolled candied products such as Lifesavers, regular and sugar substitute products, chips, crackers, cookies, etc. Contractors should provide a list of proposed products and number of selections with their bid proposal.

Any product offered must be fresh when delivered and stock must be rotated on a regular basis to maintain a fresh supply. Consideration should be given to those products offering adequate packaging to prevent aging, hardening or other similar deterioration of merchandise quality. Equipment that is not located in an air-conditioned environment must be refrigerated so items like chocolate will not melt.

E. Ice Cream – This equipment should provide a variety of pre-packed ice cream products. They should be only nationally recognized brands and include items such as ice cream sandwiches, fruit bars, ice cream cones and ice cream bars etc.

Any product offered must be fresh when delivered and stock must be rotated on a regular basis to maintain a fresh supply. Consideration should be given to those products offering adequate packaging to prevent aging, hardening or other similar deterioration of merchandise quality.

F. Frozen Food/Hot Meals – This machine should offer a variety of foods that may require additional heating/microwave equipment to be provided by the Contractor. Products should include a variety of breakfast and lunch foods, soup products, breakfast biscuits, muffins, burritos, pizza, and other heat and eat entrée items.

All items shall be maintained, rotated and replaced in accordance with all applicable local, state and FDA food storage regulations to insure freshness. All products shall be dated in accordance with FDA regulations. Contractor shall provide necessary microwave equipment at City Hall for use with products vended from this equipment.

G. Other – Contractor may offer other vending machines and products that are not listed above for City consideration. However, no tobacco or alcohol product shall be sold, offered or given away by the Contractor on City property. The City shall make the final determination as to the types of vending machine equipment and the product variety for the various locations.

11. CURRENCY AND COIN USAGE

All vending equipment shall have the ability to accept one-dollar bills and various coins and to dispense change for any vended product in U.S. Currency only. Bidder shall specify details on bill changer and change capacity as part of the bid response.

12. OTHER CONTRACTOR RESPONSIBILITIES

A. Provide all necessary labor and supervision to accomplish the tasks detailed herein. Contractor personnel shall be adequately trained, present a professional appearance and be readily identified by uniform or identification badge as an employee of the Contractor while on City property.

B. Contractor will work with the City to determine the need for area signage and, if required, provide such signage without cost to the City. Contractor should present plans for merchandising or marketing promotions to the City and secure prior approval before implementation of any such activities. No signs, advertising or promotions shall be initiated by the Contractor without prior approval by the City.

C. Contractor shall be responsible for the removal of all empty cartons, defective and spoiled products from the vending area to a waste disposal area designated by the City. The contractor shall also be responsible for vermin and pest control in and around its vending equipment. The Contractor shall keep all vending machinery clean, both inside and outside. Machines should be wiped down and sanitized on each visit and a thorough cleaning done not less than once per month.

D. Contractor shall be responsible for the removal of their equipment within five (5) business days from contract termination, or it will be considered abandoned property and disposed of by the City.

E. Contractor shall at Contractor's expense be responsible for the removal and reinstallation of machines within 48 hours of request of City due to unforeseen circumstances (electricity outage, unscheduled maintenance or repair etc.).

13. CITY TO PROVIDE

A. Vending area space.

B. Water service to the vending area for connection to coffee units.

C. Standard electrical connections of 110 volt, 20-30 amps for each machine. Proposer should indicate with their bid any electrical requirements in excess of this standard.

D. Where required, a counter area and sink with hot and cold running water.

E.Janitorial service to maintain common areas.

14. MERCHANDISE PRICING

ITEM SELLING PRICE NOT TO EXCEED

Soda (12 ounce cans) $ .75 per can
Juice & Sports Beverages (15.2 – 20 oz bottle) $ 1.50 per bottle
Water (16.9 – 20 oz bottle) $ 1.00 per bottle
Snacks, chips, granola bars, cookies (large sizes) $ .50 to 1.00 per item
Candy, large size $ .85 to 1.00 per item
Microwave Popcorn $ .75 per item
Hot Beverages $ 1.00 per item
Frozen Food/Microwaveable items: $1.50 - $3.00 per item
Ice Cream $1.00 to 1.50 per item

15. EQUIPMENT LOCATIONS, HOURS OF OPERATIONS AND MACHINE REQUIREMENTS

A. City Hall -100 N. Andrews Ave, Ft Lauderdale FL 33301, 8th Floor:
Building Operation hours: **7:45 AM – 5:00 PM, Mon thru Fri**

1. Two (2) refrigerated soda/water machines shall include a variety of Coca-Cola and Pepsi products, including fruit juices and bottled water. (canned and bottled).
2. Ice Cream Machine shall include a variety of pre-packed ice cream products. They should only be nationally recognized brands and include items such as ice cream sandwiches, fruit bars, ice cream cones, ice cream bars, etc.
3. Coffee Machine – offering regular/decaf coffee, with sugar, sweetener and creamer options.
4. Snack machine – This equipment should provide a large variety of pre-packaged products. They should be only nationally recognized brands and include a variety of chewing gums, candies, rolled candied products such as Lifesavers, regular and sugar substitutes products, chips, crackers, cookies, etc. Contractors should provide a list of proposed products and number of selections with their proposal.
5. Food Machine – Frozen food machine dispensing frozen breakfast items, sandwiches, lunch items (such as Lean Cuisine), etc.
6. Change Machine – converting $1 and $5 bills at the minimum
7. Microwave oven (1) – for the convenience of concession clients.

B. Parking Services - 290 NE 3rd Avenue, 2nd Fl Ft Laud FL 33301:
Building Operation hours: 8:00 AM – 4:30 PM, Mon thru Fri

1. Refrigerated soda machine (same requirements as above).
2. Snack machine (same requirements as above).

C. Building Services - 700 NW 19th Avenue, Ft Laud FL 33311:
Building Operation hours: 8:00 AM – 4:30 PM, Mon thru Fri

1. Refrigerated soda/water machine (same requirements as above).
2. Snack machine (same requirements as above).

D. Las Olas Marina - 240 Las Olas Circle, Ft Laud FL 33316:
Building Operation hours: 8:00 AM – 5:00 PM, Mon thru Fri

1. Refrigerated water/ soda machine in Marina office. (same requirements as above).

E. Cooley's Landing Marina - 450 SW 7th Avenue, Ft Laud FL 33312:
Building Operation hours: 8:00 AM – 5:00 PM, Mon thru Fri

1. Refrigerated water/soda machine (same requirements as above**).**

F. New River/Riverwalk, Dockmaster Main Office - 2 S. New River Drive, East 33301:
Building Operation hours: 8:00 AM – 5:00 PM, Mon thru Fri

1. Refrigerated water/soda (same requirements as above).

16. MONTHLY CONCESSION FEE

The Contractor shall pay the City a monthly concession fee (percentage against gross revenue) as submitted in the Bid Proposal section of this bid. The term "gross revenue" as used herein and as the basis for percentage of revenue shall include all receipts, whether collected or accrued, derived by Contractor from all business conducted upon or from City property. This concession fee shall be based on the Contractor providing the lowest resale prices for the benefit of City employees for products dispensed, while generating maximum revenue to the City that will cover its operating and maintenance costs.

The monthly concession fee and merchandise pricing may be subject to re-negotiation between the City and the Contractor during the contract period if it is determined that:

A. The monthly fee is insufficient based on Contractor gross sales.
B. Retail price adjustments are necessary, and/or
C. City operating and maintenance costs change.

17. RESALE PRICING

The Contractor agrees that prices charged for vended merchandise will be as stated in this bid request. Any proposal submitted with selling prices higher than these rates will be cause for considering a bid non-responsive.

PART III – PRICING PAGE

The bidder hereby agrees to furnish products and services at the prices/percentages stated, subject to all terms, conditions and specifications stated in this Invitation to Bid.

The bidder agrees that prices charged for vended merchandise will be as stated in this bid request in Part II, Section 14. Any proposal submitted with selling prices higher than these rates will be cause for considering a bid non-responsive.

Bidder is to provide a percentage against net sales, payable to the City on a monthly basis for the following items. You must bid on all items to be considered for award.

Machine Type	% of net sales	Approximate gross sales per year	Estimated revenue to City per year
Juice/Water/Sports Beverage/Soda	%	$10,000	$
Ice Cream Machines	%	$1,000	$
Coffee	%	$1,000	$
Snack	%	$6,000	$
Frozen Food/Hot Meal	%	$1,000	$
Total Estimated Revenue			$

ITB #712-10738
Bidder Questionnaire

1. Does your company have three recent consecutive years experience providing vending services as required by this bid's specifications?

   Yes é No é

2. Is your Company able to comply with all bid requirements (machine requirements, beverage brands, snack brands, refund fund, pricing, etc.)?

   Yes é No é

   If no please explain.

3. Please list three references. Provide Company name including contact name, telephone and email address.

4. Have you included proof of insurance? Yes é No é

5. Can your Company commence services per bid specifications immediately?
   Yes ⓔ No ⓔ

   If no please explain.

City of Fort Lauderdale
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 BIDDER ADDRESS: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 DELIVERY: Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last**.**

1.04 TOTAL BID DISCOUNT: If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid**.**

1.05 BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB**.**

1.06 VARIANCES: For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications**.**

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

1.07 NO BIDS: If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS: The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than $1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including

Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION
It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order**.**

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 MODEL NUMBER CORRECTIONS: If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 PRICES QUOTED: Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 WARRANTIES OF USAGE: Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's

needs as they arise.

3.06 APPROVED EQUAL: When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 MISTAKES: Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 LIFE CYCLE COSTING: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 BIDDING ITEMS WITH RECYCLED CONTENT: In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest**.**

3.13 QUALIFICATIONS/INSPECTION: Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform**.**

3.14 BID SURETY: If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions**.**

3.15 **PUBLIC RECORDS**: Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City**.**

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the

following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid**.**

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof**.**

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DEPARTMENT (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/protestordinance.pdf

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor**.**

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions**.**

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications**.**

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15 NON-DISCRIMINATION: There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

5.16 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.17 ELIGIBILITY: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20 LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: _____
(signature) (date)

Name (printed): _____ Title: _____

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address: _____

City: _____ State: _____
Zip: _____

Telephone No. _____ FAX No. _____

Email: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Payment Terms (section 1.03): _____

Total Bid Discount (section 1.04): _____

Does your firm qualify for MBE or WBE status (section 1.08): MBE ☐ WBE ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

revised 3-23-10

Question and Answers for Bid #712-10738 - Vending Machine Services

OVERALL BID QUESTIONS

There are no questions associated with this bid.